

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
CHARLESTON DIVISION**

IN RE: AQUEOUS FILM-FORMING  
FOAMS PRODUCTS LIABILITY  
LITIGATION

MDL No. 2:18-mn-2873-RMG

This Document Relates to:

*The Commonwealth of Puerto Rico, et al., v.  
3M Company, et al.,*  
Case No.: 2:23-cv-02351-RMG

**STIPULATION OF DISMISSAL PURSUANT TO FEDERAL RULE OF CIVIL  
PROCEDURE 41(a)(1)(A)(ii)**

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), Plaintiff the Puerto Rico Aqueduct and Sewer Authority (“PRASA”) in the above-captioned action and Defendants the Chemours Company; the Chemours Company FC, LLC; DuPont de Nemours, Inc.; Corteva, Inc.; and E.I. DuPont de Nemours and Company n/k/a EIDP, Inc. (collectively, the “DuPont Defendants”) hereby stipulate and agree to a dismissal with prejudice of PRASA’s Claims against the DuPont Defendants that are “Released Claims” as defined in the Class Action Settlement Agreement between Class Representatives and the DuPont Defendants dated June 30, 2023, filed in *In Re: Aqueous Film-Forming Foams Products Liability Litigation*, No. 2:18-mn-2873 (D.S.C.) (the “Agreement”).

The Parties further stipulate and agree that any Claims asserted by PRASA against the DuPont Defendants that are preserved under § 12.1.2(a) or 12.1.3(y) of the Agreement are not dismissed. For the avoidance of doubt, no portion of any Claims brought by any named Plaintiff in this action except PRASA is dismissed by this stipulation because such other Plaintiffs do not

bring Claims relating to public water systems. Further, no Claims brought by PRASA for public water systems that are not Class Members as defined in the Agreement are dismissed by this stipulation. The remaining Plaintiffs will not assert Claims relating to a public water system dismissed by this stipulation. The DuPont Defendants shall retain all defenses with respect to any Claims that are not dismissed, including the right to argue that the Claim is not preserved and is released. PRASA reserves its rights against all other Defendants in the above-captioned action.

Each Party shall bear its own costs.

Respectfully submitted,

Date: May 17, 2024

**EDELSON PC**

By: /s/ Jimmy Rock

JIMMY ROCK

EDELSON PC

1255 Union Street NE, 7th Floor

Washington, DC 20002

Tel. 202.270.4777

jrock@edelson.com

DAVID MINDELL

SHANTEL CHAPPLE KNOWLTON

EDELSON PC

350 N. LaSalle Street, Suite 1400

Chicago, IL 60654

Tel: 312.589.6370

Fax: 312.589.6378

dmindell@edelson.com

schappleknowlton@edelson.com

*Attorneys for the Puerto Rico Aqueduct and  
Sewer Authority*

**SHOOK, HARDY & BACON L.L.P.**

By: /s/ David Brenton Dwerlkotte

David Brenton Dwerlkotte

SHOOK, HARDY & BACON L.L.P.  
2555 Grand Boulevard  
Kansas City, Missouri 64108-2613  
Phone: (816) 474-6550  
Facsimile: (816) 421-5547  
Dbdwerlkotte@shb.com

*Counsel for The Chemours Company and  
The Chemours Company FC, LLC, DuPont  
de Nemours, Inc., Corteva, Inc., and E.I.  
DuPont de Nemours and Company n/k/a  
EIDP, Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that on May 17, 2024, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all counsel of record.

/s/ Jimmy R. Rock  
Jimmy R. Rock